

## LEASE AMENDMENT AND EXTENSION OF LEASE

THIS LEASE AMENDMENT AND EXTENSION OF LEASE ("Amendment") is entered as of 20, 2002, by and between CABIN JOHN ASSOCIATES LIMITED PARTNERSHIP, whose address is 11325 Seven Locks Road, Suite 218, Potomac, Maryland 20854, hereinafter referred to as "Landlord", and MONTGOMERY COUNTY, MARYLAND, whose address is 16650 Crabbs Branch Way, Rockville, Maryland 20855, hereinafter referred to as "Tenant."

## RECITALS:

A. Landlord and Tenant entered into a Lease Agreement dated on or about June 24, 1992, as amended by that certain Addendum to Lease dated December 24, 1997 (collectively, the "Lease") whereby said Tenant let those certain premises, containing approximately 3,965 square feet located in the Cabin John Mall (hereinafter referred to as "Premises"), for a period expiring on December 31, 2002; and

B. Landlord and Tenant desire to extend the term and amend said Lease in certain respects as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby reciprocally acknowledged, Landlord and Tenant agree as set forth below.

1. Recitals. Each of the foregoing recitals and representations form a material part of this Amendment and are incorporated herein by this reference.

2. Term. The term of the Lease is hereby extended and revised so that the termination date shall be December 31, 2007 instead of December 31, 2002. The period from January 1, 2003 through December 31, 2007 is hereafter referred to as the "Extended Term." Any provision in the Lease, whether express or implied, which could be construed as providing Tenant a further right to extend the term of the Lease past the termination date of the Extended Term set forth in the preceding sentence shall not be applicable to the Extended Term.

3. Minimum Annual Rent. During the Extended Term, Minimum Annual Rent shall be as follows:

a. For the lease year from January 1, 2003 through December 31, 2003, the Minimum Annual Rent shall be as follows:

| <u>Period</u>     | <u>Annually</u> | <u>Monthly</u> |
|-------------------|-----------------|----------------|
| 1/1/03 - 12/31/03 | \$118,632.84    | \$9,886.07     |

b. The Minimum Annual Rent shall be increased on each succeeding January 1<sup>st</sup> during the Extended Term (commencing on January 1, 2004 and on each January 1<sup>st</sup> thereafter during the Extended Term) by the amount derived by multiplying the Minimum Annual Rent then in effect by the percentage increase in the "Consumer Price Index" (as defined in Paragraph 3.b. of the Addendum to Lease dated December 24, 1997) between the Consumer Price Index most recently published immediately preceding the date of such adjustment and the Consumer Price Index most recently published one year prior to the date of such adjustment.

4. Broker. Landlord represents and warrants that, other than the brokerage commission payable by Landlord to Carl M. Freeman Retail, LLC, pursuant to a separate agreement, there are no other brokerage commissions or finders' fees of any kind due in connection with Landlord's execution of this Amendment, and Landlord agrees to indemnify Tenant against, and hold it harmless from, any and all liabilities, damages, costs, claims and obligations arising from any such claim (including, without limitation, the cost of attorneys' fees in connection therewith).

5. Notices. The Lease is hereby modified to provide that notices to Landlord and Tenant shall be sent to the parties at their respective addresses set forth above.

6. Defined Terms. Terms that are defined in the Lease shall have the same meanings when such terms are used in this Amendment.

7. Confirmation of Terms. All of the terms, covenants and conditions of the Lease, except as are herein specifically modified and amended, shall remain in full force and effect and are hereby adopted and reaffirmed by the parties hereto.


IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Amendment under their respective seals on the day and year first above written.

ATTEST:

**LANDLORD:**  
CABIN JOHN ASSOCIATES, L.P.

By: Carl M. Freeman Associates, Inc.

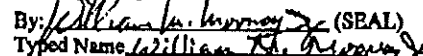
  
Michael T. Reilly  
Vice President

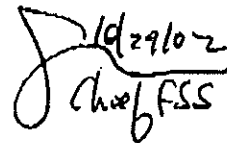
By:  (SEAL)  
Joshua M. Freeman  
President

WITNESS:


**TENANT:**  
MONTGOMERY COUNTY, MARYLAND

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  (SEAL)  
Typed Name: William R. Montgomery  
Title: ACAD

  
Chief FSS MD CO

APPROVED AS TO FORM AND LEGALITY  
OFFICE OF COUNTY ATTORNEY

BY   
DATE 11/6/2002